

THREE YEARS/ONE YEAR LIMITED WARRANTIES AND SUPPORT FOR @Xi COMPUTER SYSTEMS

LIMITED WARRANTIES

@Xi Computer Corporation (here under "@Xi") warrants the hardware (but not the software) included in the original computer system, or shipped, as part of an order modification within 30 days from the original purchase, to be free of defects in materials and workmanship, for a period of one (1) calendar year (or three (3) years if so purchased in the original purchase order), from the day of original shipment from @Xi to the Client. Third parties hardware peripherals external to the @Xi Computer, other than standard keyboard and mouse, (including, but not limited to, monitors, printers, joystick, trackball, speakers, plotters, scanners, digital camera, etc.) are covered by their respective manufacturers warranties. Please consult those manufacturers for details on their warranties.

NINETY-DAYS REPLACEMENT/REPAIR PARTS LIMITED WARRANTY

Replacement parts for @Xi systems repair are warranted against defects in materials and workmanship for ninety (90) days from the date of shipment by @Xi or until the expiration date of the original three years or one year @Xi Limited Warranty, as may be the case, whichever is longer.

DEAD PIXEL POLICY FOR LAPTOPS

@Xi Computer Dead Pixel Policy is only covered for the first year of the warranty of the laptop. If the laptop is ordered with an extended warranty, the Dead Pixel Policy warranty is only for the first 12 months.

- For the **Xi® PowerGo™ XT** and **Xi® PowerGo™**, @Xi Computer will replace the LCD for the laptop if there are 4 or more dead pixels on the LCD Panel.
- For the **Xi® PowerGo™ 154**, **Xi® PowerGo™ 15/7**, **Xi® PowerGo™ 15.6**, **Xi® PowerGo™ LT** and **Xi® PowerGo™ XL** @Xi Computer will replace the LCD for the laptop if there are 7 or more dead pixels on the LCD Panel.
- For the **Xi® PowerGo™ GL** and **Xi® PowerGo™ GX**, @Xi Computer will replace the LCD for the laptop if there are 7 or more dead pixels on the LCD Panel.

BATTERY POLICY FOR LAPTOPS

Laptops batteries lose some of their maximum storage capacity every year even if they are not or lightly used. Warranty on these batteries is limited to one year regardless of the purchase of an extended warranty beyond such period.

DEAD PIXEL POLICY FOR MONITORS

For all monitors sold as an individual item or with a system or a Laptop, you will need to contact the manufacturer of the monitor for their 'Dead Pixel Policy.

TERMS OF @Xi LIMITED WARRANTIES

The above limited warranties are granted to the original customer end-user only and are non-transferable. Removal of hardware from an @Xi System and its use in a different system or configuration voids all applicable limited warranties. Any claims under these warranties must be

made before the end of the applicable warranty period. During the applicable warranty period that starts from the date of original shipment of the @Xi System, if @Xi determines that a part or system is defective in material or workmanship, @Xi, at its sole discretion, will provide the customer with a repaired part or system, or replace any part or system that is covered by the applicable warranty. In the event, @Xi provides a repaired or replacement part, telephone technical assistance will be provided. Installation hardware labor will be provided at the client site only if the client chose (at the time of the original purchase) to purchase on-site service from an @Xi-authorized Third-party service provider and will be provided pursuant to the terms of such on-site service contract, at sole discretion of @Xi. @Xi reserves the right to substitute functionally equivalent new or serviceable reconditioned parts and systems. The responsibility of @Xi is limited to repair or replacement, either of which may be selected by @Xi at its sole discretion. The above limited warranties cover the use of a @Xi System under normal conditions. The above limited warranties do not cover functional interactions of a @Xi System with peripherals and add-ons not sold by @Xi. The above limited warranties are void if the @Xi System has been damaged, altered or rendered defective in any way, by, but not limited to:

- A): Accidents, misuse or abuse, including hazardous environmental operation or exceeding @Xi environmental specifications or shipping;
- B): Internal connection with parts not manufactured or sold by @Xi;
- C): Modification, scratching, defacing, labeling or markings of any kind;
- D): Service or modifications by anyone other than @Xi or an authorized @Xi third-party service provider, without @Xi proper technical authorization and guidance;
- E): Damages determined by @Xi to have been caused by customer;
- F): Damages caused by fire, flood, earthquakes, lighting, immersion, spilled liquids, falls, winds or impact with other objects, war, radiation and other "acts of God".

@Xi TECHNICAL SUPPORT

@Xi Computer Corporation provides free telephone technical support with respect to installation and configuration of hardware products included in the original @Xi System purchased from @Xi, for the duration of the purchased warranty.

@Xi also provides telephone technical support service to the original customer. With respect to the configuration of @Xi-installed software and at the discretion of the @Xi engineer, such software support will be mostly aimed towards the resolution of a Hardware/Software conflict and cannot be used as a substitute for training in computer proficiency.

In order to reach the @Xi tech support team, the Customer has to produce the serial number of the @Xi System he/she is requesting technical support, to allow the @Xi engineer to verify the original @Xi configuration, in order to provide the required support. A copy of the original invoice or purchase order can be requested at @Xi discretion to verify the warranty and original configuration. For the best quality of service, @Xi requires the Customer to call while at the @Xi System he/she is requesting support for, and to be capable of interacting with it while on the phone, and take quick notes on how to proceed in the resolution of their hardware problems. Special tech support services are available for sale, to the @Xi customers, at the @Xi site and are not included in the standard free tech support. Such services include: re-load and re-configuration of operating systems or other customer provided application software; integration with third parties peripherals; @Xi System hardware upgrades. Please consult your @Xi representative for details.

DISCLAIMER

THE ABOVE LIMITED WARRANTIES DO NOT EXTEND TO ANY OTHER PRODUCTS NOT ORIGINALLY COMING FROM @Xi COMPUTER CORPORATION, NOT PURCHASED DIRECTLY FROM @Xi NOR FROM A @Xi AUTHORIZED COMPUTER DEALER. THE ABOVE LIMITED WARRANTIES ARE VOID IF THE EQUIPMENT HAS BEEN DAMAGED, ALTERED OR RENDERED DEFECTIVE IN ANY WAY, BY, BUT NOT LIMITED TO: (A) ACCIDENTS, MISUSE OR ABUSE, INCLUDING HAZARDOUS ENVIRONMENTAL OPERATION OR EXCEEDING @Xi SPECIFICATIONS, OR SHIPPING; (B) INTERNAL CONNECTION WITH PARTS NOT MANUFACTURED OR SOLD BY @Xi; C) MODIFICATION, SCRATCHING, DEFACING, LABELING OR MARKINGS OF ANY KIND; D) SERVICE OR MODIFICATIONS BY ANYONE OTHER THAN @Xi OR AN AUTHORIZED @Xi COMPUTER DEALER.

EXCEPT AS SET FORTH ABOVE, @Xi MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE. @Xi EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. IN THE EVENT AN @Xi PRODUCT IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, YOUR SOLE REMEDY, AS THE PURCHASER, SHALL BE REPLACEMENT OR REPAIR AS PROVIDED ABOVE. CORRECTION OF NONCONFORMITY'S, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF @Xi TO THE PURCHASER, WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE WITH RESPECT TO, OR ARISING OUT OF, SUCH EQUIPMENT.

UNDER NO CIRCUMSTANCES WILL @Xi BE LIABLE TO THE PURCHASER, OR TO ANY DIRECT OR INDIRECT USER, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS OR OTHER DIRECT AND INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY @Xi PRODUCT.

THE ABOVE LIMITED WARRANTIES ARE VOID IF THE @Xi SYSTEM HAS BEEN DAMAGED, ALTERED OR RENDERED DEFECTIVE IN ANY WAY, BY, BUT NOT LIMITED TO:

- A): ACCIDENTS, MISUSE, OR ABUSE, INCLUDING HAZARDOUS ENVIRONMENTAL OPERATION OR EXCEEDING @Xi SPECIFICATIONS, OR SHIPPING;
- B): INTERNAL CONNECTION WITH PARTS NOT MANUFACTURED OR SOLD BY @Xi.
- C): MODIFICATION, SCRATCHING, DEFACING, LABELING OR MARKINGS OF ANY KIND.
- D): SERVICE OR MODIFICATIONS BY ANYONE OTHER THAN @Xi OR AN AUTHORIZED @Xi COMPUTER DEALER OR @Xi WARRANTY SERVICE PROVIDER.
- E): DAMAGES CAUSED BY FIRE, FLOOD, EARTHQUAKES, LIGHTING, IMMERSION, SPILLED LIQUIDS, FALLS, WINDS OR IMPACT WITH OTHER OBJECTS.
- F): DAMAGES OR LOSS OF ANY KIND CAUSED BY THIRD PARTY SOFTWARE OR HARDWARE.
- G): DAMAGES CAUSED BY FAILURE TO PROVIDE A SAFE AND SUITABLE INSTALLATION ENVIRONMENT.

THIRTY DAYS MONEY BACK GUARANTEE

IF YOU ARE NOT SATISFIED WITH YOUR @Xi PRODUCT (S), OR IF YOU DO NOT AGREE WITH THE ABOVE LIMITED WARRANTY AND IT'S DISCLAIMER, OR ANY OTHER @Xi SALES TERMS, YOU HAVE THIRTY (30) DAYS FROM THE DATE OF RECEIPT OF THE PURCHASE TO RETURN THE PRODUCT(S) TO @Xi FOR A REFUND. THE PURCHASED PRODUCT(S) MUST BE RETURNED PURSUANT TO THE 30 DAYS MONEY BACK GUARANTEE CLAIM PROCEDURE AS SET HEREUNDER. THE AMOUNT OF THE REFUND WILL NOT CONTAIN THE ORIGINAL SHIPPING CHARGES, NOR YOUR SHIPPING CHARGES BACK TO @Xi, 5% CREDIT CARD TRANSACTION CHARGES IF APPLICABLE AND CAN BE SUBJECT TO A RESTOCKING FEE FROM THE ORIGINAL PURCHASE PRICE IF THE RETURNED PRODUCT(S) IS NOT IN "PERFECT RE-SELLABLE CONDITION". SUCH A RESTOCKING FEE IS SET AT THE SOLE DISCRETION OF @Xi AFTER INSPECTION OF THE RETURNED PRODUCT(S). SOFTWARE PRODUCTS AND SPECIAL ORDER ITEMS ARE NOT ELIGIBLE FOR THE 30 DAYS MONEY BACK GUARANTEE. SYSTEMS CONTAINING NVIDIA TESLA, NVIDIA TITAN AND/OR XEON ARE CONSIDERED SPECIAL ORDER AND WILL COMMAND A 20% RESTOCKING OR CANCELLATION FEE.

THIRTY DAYS MONEY BACK GUARANTEE CLAIM PROCEDURE

1. With your original invoice and system serial number, call @Xi Technical Support and explain the problem you are having with your system. If @Xi cannot resolve the issue to your satisfaction, or simply you want your money back for your reasons, you can contact our customer service or your original @Xi sales representative to issue a Credit Return Merchandise Authorization number (CRMA) allowing you to return the product(s) to @Xi and stating the terms and the amount of the refund.

2. Considering that the freight from @Xi to you and the return freight is non refundable, we advise you to possibly keep the monitor or other accessories you might like, to minimize the freight cost to the minimum. Your original sales representative will be able to assist on the purchase value of monitor and other accessories you might be willing to keep.

3. Ship the @Xi product(s) back to the address stated on the CRMA form. Ship freight prepaid and insured by you, using the original Packing materials, including any accessories originally supplied with the @Xi system (manuals, driver diskettes etc.) Write the CRMA number on the Outside of each container returned and include a copy of such CRMA in the box. @Xi assumes no responsibility for Products shipped from the customer to @Xi.

4. All equipment must be in "as-new" & "perfect re-sellable" condition, the refund process will be initiated after a careful inspection of the status or the returned product(s). If any defects are found, the @Xi customer service will immediately contact you to discuss a fair solution. To receive a 30 days refund, the product must be received by @Xi within 5 days from the date of the issuance of the CRMA form to the customer.

5. Refunds for @Xi products will be issued within 10 working days after receipt and inspection of the product(s). Purchases with credit card will be issued a credit on the same card. A credit to your account, or a company check will be issued accordingly to net or cash purchases.

@Xi EXPRESS PARTS REPLACEMENT

Within the duration of the @Xi warranty, pursuant to the warranty claim requirement set hereunder, in the Continental U.S., Alaska, Hawaii, and APO/FPO addresses only and depending on the nature of the failure, @Xi Computer provides its Direct Original Customers with an exclusive EXPRESS PARTS REPLACEMENT program. Within the validity and applicability of the @Xi Limited Warranty, in the event one or more components of an @Xi product(s) is found to be faulty or defective, @Xi will ship the replacement part(s) to the site of the Customer, free of charge by FedEx Standard Overnight or equivalent shipping service and supply a return label for the faulty or defective part. An RMA form will be issued by the @Xi Tech Support with the description of the faulty part, the problem of the fault, a retail value of the part(s) and the written

agreement of the customer to return the faulty part within 10 days of receipt of the replacement one. A major credit card is requested to guarantee such return unless he or she is already an approved customer on net terms. In such case, a valid customer Purchase Order number is required by written, prior to shipment. If the customer is not capable to provide a valid credit card or approved P.O. for the amount of the faulty part(s), such part(s) must be returned before the replacement part can be shipped. If the faulty part(s) is not returned within thirty (10) days after the Customer has received the replacement part(s), @Xi will, without further notice, charge the Customer credit card or debit the Customer account with the retail amount contained in the original RMA form and issue a sale invoice for the replaced part(s). Such sale is considered final. If the Customer has purchased from @Xi an On-Site service contract (issued from a third party provider) at the time of purchase, the exact same procedure will be applied to part(s) provided at the site of customer to be installed by the On-Site service provider staff. @Xi reserves the right to replace part(s) with equally functional parts new or refurbished. Such part(s) are guaranteed for 90 days or up to the end of the original system warranty, whichever is longer. At sole @Xi discretion, within the continental USA only, the complete @Xi system unit may be recalled (if under warranty) to perform services or verifications that are beyond a simple and easy replacement of a faulty part(s). In such case @Xi will pay the freight both ways based on FedEx Economy or equivalent second day service. The Customer can elect to pay shipping to @Xi with an Overnight Service of his choice and @Xi will send it back FedEx Standard overnight (or equivalent) at @Xi expense. All efforts are made to minimize the turn around time of such unit accordingly to an accurate testing and verification on the unit functionality, as specified by the above procedure and pursuant to the warranty claims set hereunder. @Xi assumes no responsibility for loss or damage of any data from @Xi products shipped to @Xi for repair or replacement. In case of customer fault that affects the unit functionality, like software viruses, improper software installation or modifications, or malfunction due to hardware or software products not originally purchased by @Xi, the customer will be billed for the freight cost plus the current @Xi service repair rate. An estimate will be provided to the customer before proceeding with the work. Customer agrees to at least pay for freight and \$85.00 inspection fee in such a case. All service will be provided pursuant to the present service and warranty conditions and warranty and service claim procedures described hereunder.

Shipment of warranty parts outside the United States.

For all other warranty parts being ship outside the United States, is sole discretion of @Xi to advance ship the replacement part with a credit card guarantee under the guidelines of the domestic EXPRESS PART REPLACEMENT program. If a credit card guarantee is not acceptable, Customer will have to return the defective part back to @Xi first. Customer pays for the return shipping cost of the defective part while @Xi will ship the replacement part to Customer, free of charge using International Economy Air or equivalent.

ON SITE SERVICE

Installation hardware labor will be provided at the client site only if the client chose, at the time of the original purchase only, to purchase on-site service from an @Xi-authorized Third-party service provider. On Site Service will be provided pursuant to the terms of such on-site service contract, at sole discretion of @Xi technical support engineers. On Site service is available in major USA and Canada locations for the duration of one year or three years if so purchased. The On Site service contract covers only the system and its internal components -- originally sold by @Xi and is limited to hardware parts replacement and installation only. We invite the customer to refer to such contract for further details.

WARRANTY & SERVICE CLAIM PROCEDURES

To claim service pursuant to the above @Xi Limited Warranty, you, the Purchaser, must comply with the following condition:

PROOF OF PURCHASE WITHIN A YEAR (OR THREE YEARS): The purchaser has to be able to show the original purchase invoice, from @Xi, with a shipping date that is within

one year (or three years if warranty so purchased) from the date of requested warranty service.

RETURN AUTHORIZATION NUMBER: The purchaser must obtain and send back signed, by fax or mail, a valid Return Authorization Number (RMA) form from @Xi tech support. Such RMA form will describe the requested replacement part(s), its retail value and the customer promise to return the faulty part(s) within 10 days from receiving the replacement part(s). Any merchandise sent back without a valid @Xi RMA number will be rejected and no replacement part(s) can be sent to the customer without a valid and signed RMA form received from the client.

ORIGINAL SHIPPING CONTAINERS: The purchaser must have the merchandise shipped using the original @Xi packing material. Use of non-original packing material sent back might void the warranty status.

PREPAID SHIPPING & INSURANCE: The purchaser must supply the merchandise back with prepaid freight and proper insurance. For any merchandise sent freight-collect, @Xi will charge the Customer the freight cost and handling fees.

ADDITIONAL WARRANTY INFORMATION:

The purchaser may request further information on how to obtain warranty service by contacting the @Xi Computer Corporation Customer Service & Support team at: 1-800-432-0486, fax # 1-949-498-0257, or by writing to: @Xi Computer Corporation, Customer Service, 980 Calle Negocio, San Clemente, CA 92673, USA.

CONDITIONS AND TERMS OF SALE

The sale of @Xi Computer Corporation (herewith: the Seller) products is subject to the terms and conditions stated herein, which shall replace any conditions and terms that are issued by the customer.

DOCUMENTS ISSUED BY A CUSTOMER STATING ADDITIONAL, CONFLICTING, OR DIFFERENT TERMS ARE HEREBY REJECTED BY @Xi COMPUTER CORPORATION, ARE TO BE ENTIRELY INAPPLICABLE TO ANY SALE STATED HEREIN AND SHALL NOT BIND THE SELLER IN ANY WAY.

Title to products shall be transferred from seller to buyer upon shipment from seller's plant. Customer shall pay the entire amount stated on the seller's invoice, which includes all shipping and handling charges. Customer agrees to pay interest charge on any past due invoices, which will be equal to the highest rate allowed by law. Customer agrees to pay for all collection costs, which may include attorney's fees and litigation costs. Any dishonored checks will face a \$20.00 service charge. Unless otherwise stated by the seller, the prices given do not include any sale, excise, federal, state, local, or other similar taxes. If duties are applied to the products provided by the seller, it shall be the sole responsibility of the customer to pay such taxes.

Change of orders carry a \$ 20.00 charge each. Do not destroy packaging equipment at least up to the warranty period, Accounts more than 10 days past due will be charged a 2% per month service fee. If not paid in full when due purchaser will pay all cost of collection, including but not limited to Attorney's fees and Court costs. Merchandise can be repossessed by @Xi Computer Corp. up to final payment. Export of this product requires a license under regulation of the U.S. Government. Export without proper Authority is illegal and may result in fines and/or penalties. Not responsible for typo errors.

Any unforeseen circumstances that occur without the fault of the seller, natural or unnatural, which include but are not limited to acts of God, earthquakes, flood, fire, late deliveries by suppliers or

other difficulties which arise shall completely relinquish sellers liability for any delay in performance.

During product scarceness or production delay the seller may allot deliveries and sales at its sole discretion.

Customer is responsible for backing-up customer's hard-drive prior to return for repair or replacement. Any loss of data occurring during shipping, repair or replacement shall not be the responsibility of the seller.

The software included in this sale is under the protection of all Copyright laws and international treaty provisions. Computers that are sold equipped with software are issued a license to use the software on the system that it was installed. Any transfer of license to use the software must accompany a transfer of ownership of the computer to the new software user. Any backup copies of the software must be destroyed after seller transfers ownership of the computer to the purchaser. It is the responsibility of the purchaser to create backup copies of the software and comply with any applicable software license agreement and Copyright laws.

THERE IS ABSOLUTELY NO WARRANTY ON THE SALE OF SOFTWARE; ALL SOFTWARE IS SOLD AS RECEIVED FROM THE SOFTWARE MANUFACTURER.

Unless the President of @Xi Computer Corporation gives prior written approval, seller's products are not to be used as critical components in life support systems. Critical components can be considered parts of a life support system whose failure to perform could result in the breakdown of a life support system. Life support systems can be considered instruments whose nonperformance can be reasonably expected to result in considerable harm to the user.

The State of California, County of Orange, maintains governing power over this agreement. Customer acknowledges that California courts have jurisdiction over this agreement and that any and all disputes that arise shall be settled in California County of Orange.

These written agreements supersede and replace any prior or contemporaneous agreements. It will be binding on the heirs and successors of the parties hereto. If any section of this agreement is found to be invalid, the remainder of the agreement shall remain intact and in full force.

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